

MASTER AGREEMENT

between

ATHENS BOARD OF EDUCATION

and

ATHENS EDUCATION ASSOCIATION-SCUBA-MEA-NEA

2005-07

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## COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT made as of the date hereinafter set forth by and between ATHENS AREA SCHOOLS, Branch, Calhoun, Kalamazoo, and St. Joseph Counties, Michigan, acting by and through its Board of Education (hereinafter called the "Board") and ATHENS EDUCATION ASSOCIATION (hereinafter called "Association");

WITNESSETH:

### ARTICLE I PURPOSE AND RECOGNITION

- A. Purpose. The general purpose of this Agreement is to set forth the terms and conditions of employment for the members of the bargaining unit and to promote orderly and peaceful labor relations for the benefit of the students, the public, the Board, the employees and the bargaining representatives.
- B. Recognition. The Board recognizes Athens Education Association as the sole and exclusive collective bargaining representative for all K-12 certified teachers, but excluding substitute teachers, teacher aides, and all other administrative, supervisory and executive positions. All non-full time (meaning part-time) certified K-12 teachers shall be entitled to compensation and benefits equal in proportion to their part-time status.

### ARTICLE II DISTRICT RIGHTS

The District retains all rights, powers and authority vested in it by the laws and constitution of Michigan and the United States. All policies of the Board of Education on behalf of the District as stated in Board of Education Policies, Board of Education minutes, or as set forth in any manner whatsoever, or powers which heretofore have been properly exercised by it, shall remain unaffected by this Agreement and in full force and effect, unless and until changed by the Board. Any additions thereto, subtractions therefrom or revisions thereof, as the same may be made by the Board from time to time, shall become and remain unaffected by this Agreement and in full force and effect unless changed by the Board. Not by way of limitation but by way of addition, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing including the establishment of policy being manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited but only as specifically limited by express provisions of this Agreement and under Act 379 of the Michigan Public Acts of 1965. Rights reserved exclusively herein by the District which shall be exercised exclusively by the District without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, the operations and to direct the working forces.
2. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with specific provisions of this Agreement, and the right to establish, modify or change any work or business hours of days.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work to employees, determine the size of the work force and to lay off employees.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees.
7. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
8. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.

**ARTICLE III**  
**ASSOCIATION AND TEACHER RIGHTS**

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation. As a duly elected body exercising governmental power under code of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly

discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

- B. The Association shall have the right to use school facilities at reasonable hours for the conduct of meetings of the Association, such use to be governed by policies adopted from time to time by the Board for the use of its facilities.
- C. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property before the regular starting time for teachers as stated elsewhere in this Agreement, or after such closing time stated elsewhere in this Agreement. No Association business shall be transacted on the school grounds during the regularly scheduled school day, except during duty free lunch.
- D. A duly authorized representative of the Association may, with permission of his/her immediate supervisor and with the approval of the grievant's supervisor, investigate formal grievances during working hours. This privilege will be provided without loss of pay providing it does not exceed two (2) hours per month.
- E. The Association shall have the right to the reasonable use of school equipment such as typewriters, computers, printers, duplicating machines, and audio-visual equipment, provided that such use shall not interfere with the Board's use, shall not require the services of any non-bargaining unit employee and shall not be used by any employee in such manner as to interfere with the discharge of his employment duties or the discharge of the duties of any other employee. The Board shall be reimbursed by the Association for all supplies used and for any damage.
- F. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the district mail service, including email, and teacher mail boxes for communications to members. No member shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Such notices and/or matters of State and National Association concern shall also be made available in the appropriate offices of such persons being affected by such action as it relates to the State and National association if such persons hold membership in the State and/or National association.
- G. The Board agrees to furnish to the Association at the written request of the Association information concerning the financial resources of the District, including but not limited to: annual financial reports and audits, register of certificated personnel, tentative

budgetary requirements and allocations (including county allocation board budgets), agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

- H. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teachers. Consistent with the code of ethics of the education profession, the private and personal life of any teacher is not within the appropriate concern or attention of the Board.
- I. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, marital status.

#### **ARTICLE IV** **DEDUCTIONS FOR PROFESSIONAL DUES**

- A. Teachers beginning employment for the Athens Area Schools in September may sign and deliver, prior to the last paycheck in October, to the bookkeeper's office an assessment authorizing deduction of membership dues and assessments of the Association (including the National Education Association and the Michigan Education Association). Such authorization shall continue in effect unless subsequent to June 1st and prior to September 15th of any year, such authorization is formally revoked by the teacher in writing and copies thereof are delivered to the Association and the Board.
- B. Teachers beginning employment in January or at the start of the second semester may sign and deliver, prior to the last paycheck in February, to the bookkeeper's office an assessment of the Association (including the National Education Association and the Michigan Education Association). Such authorization shall continue in effect unless, subsequent to June 1st and prior to September 15th of any year, such authorization is formally revoked by the teacher in writing and copies thereof are delivered to the Association and the Board.
- C. The deduction for membership dues shall be made from each regular paycheck for nine (9) months for those people employed in September and for five (5) months for those people employed in January and shall continue through June of each year. The Board agrees promptly to remit to the respective Associations all monies so deducted, accompanied by a list of teachers from whom deductions have been made.
- D. All persons, covered by this Agreement, not electing membership in the Local, State, and National Association shall sign and deliver, according to the above deadlines, an authorization statement allowing a deduction of fees equal to that percentage of the

local dues used for the service process. Failure to sign such authorization, according to the above deadlines, shall result in the Board deducting the service fee pursuant to MCLA 408.477. If deduction of service fees is disallowed by law, failure to sign the above mentioned authorization shall result in termination of the employee's employment contract. A written financial report of service costs stating the fee equal to that percentage of the local dues used for service fee shall be filed with the business office within ten (10) days of the time the local Association is informed of the percentage.

- E. All professional financial responsibilities shall follow current laws.
- F. The Association assumes full responsibility for the validity and legality of the provisions herein set forth. The Association by the execution of this Agreement expressly agrees to indemnify and to save the Board harmless from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of the Board's compliance with the provisions of this Article.

**ARTICLE V**  
**TEACHING HOURS AND CLASS LOAD**

- A. Teachers shall be in their assigned buildings, available for duty, fifteen (15) minutes before the start of their school day and shall also be in their assigned buildings, available for duty, at least ten (10) minutes after their pupils have been dismissed for the day.
- B. Nothing herein shall prevent the administration from allowing a teacher to leave early in the event of an emergency or excusing a teacher's tardiness without penalty in the event of an emergency.
- C. The class schedule in the high school and middle school shall consist of one duty-free preparation (prep) period of fifty five (55) minutes per day. The balance of the unassigned period at the high school can be determined by the principal to benefit a student's education. The class schedule in the elementary school shall consist of a total of two hundred and seventy five (275) minutes per week of duty-free prep time. In the areas of art, music, and physical education; the normal teaching load shall not exceed two hundred (200) pupil contact hours per day.

High School

7:40 am – 2:25 pm

Middle School

7:35 am – 2:20 pm

East Leroy Elementary

8:35 am – 3:20 pm --- (A.M. Kdg. 8:35-11:43 am) (P.M. Kdg. 12:12-3:20 pm)

Schedules of traveling teachers will be worked out in such a way as to result in the same length of day as other teachers.

The parties agree that the above times will be modified, if necessary, to comply with the requirements found in the Michigan State Aid Act. Any modifications to Section C shall be worked out between the parties prior to the end of the preceding school year.

- D. All teachers shall be entitled to a duty-free, non-interrupted lunch period of not less than thirty (30) minutes per day.
- E. A teacher assigned to teach during the normal preparation period shall be compensated at his/her hourly rate.
- F. If school shall be closed because of adverse weather on isolated days, teachers shall not be required to report; however, when school is closed for two (2) or more successive days, teachers may be required to report at the discretion of the Superintendent beginning on the second day, provided that:
  - 1. A determination has been made by the Michigan State Police that road conditions in the school district are acceptable for travel by private vehicles, and
  - 2. Provisions have been made for scheduling meaningful in-service training programs and/or the performance of useful professional activities, and provided further that a teacher who is reasonably unable to report to work or is unable to report to work at the scheduled time may be authorized to take leave time if such teacher has notified the central office no later than 8:00 a.m.
- G. When only one (1) school is closed due to an emergency, teachers regularly assigned to that building will be available as substitute teachers in other buildings at no additional cost to the district. Such assignments will be made on a rotating basis so all teachers will be subject to call. In the event that a teacher is unable to substitute because of illness, a sick day shall be deducted. If the teacher does not agree to substitute, the teacher shall be considered absent and his/her pay shall be docked.
- H. Each teacher shall provide the building principal a three (3) day emergency file. This file shall include appropriate lesson plans for each teacher's class or subject and shall be put on file in the main office. Each individual file shall be updated as needed.
- I. Teachers are responsible to maintain current weekly lesson plans in the classroom and shall present these lesson plans to the principal upon request.
- J. The Association and the Board believe that an essential part of teaching in Athens Area Schools is meeting with students, staff members and parents from time to time, before and after the normal contractual day. The parties agree that individual teachers shall be expected to honor reasonable requests to meet outside their normal working hours.



**ARTICLE VI**  
**SPECIAL STUDENT PROGRAM**

- A. The parties recognize the children having special physical, mental and emotional problems may require specialized classroom experiences in accordance with the expectations of providing a Free and Appropriate Public Education (FAPE) in a Least Restrictive Environment (LRE). Special attention will be given to reducing class size where students are placed in the regular classroom.
- B. The parties, accordingly, will cooperate to increase the psychological testing program and to correlate their activities with the regular classroom activities of the teachers so as to better meet the needs of special students in the community.
- C. The parties acknowledge that the policy of least restrictive environment is legally mandated. It is also recognized that the extent to which any individual handicapped student should participate in regular education programs and services involves considerations of that student's unique needs as determined by an Individual Educational Planning Committee (IEPC). Although it is agreed that the handicapped student's participation and right to participate in regular education programs and services cannot be affected by this agreement, the District does agree to consider how the handicapped student's placement will affect teachers when determining the handicapped student's placement.
- D. The District shall determine the need for a teacher who will be providing instructional or other services to a handicapped student to participate in IEPC which may initially place (or continue the placement of) the student in a regular education classroom. The District shall provide release time in the event the District directs or authorizes a teacher to attend an IEPC which is scheduled during a time the teacher is assigned to teach a class.
- E. If any teacher has a reasonable basis to believe that a handicapped student's current individual educational plan (IEP) is not meeting the student's unique needs as required by law, the teacher will advise his/her principal in writing.
- F. On a case-by-case basis, the District will determine what training and other support should be provided to a teacher who will be providing instructional or other services to a handicapped student.
- G. Medically Fragile Students
1. If a teacher will be providing instructional or other services to a medically fragile student, the teacher, or another adult who will be present when the instruction or other services are being provided, will be advised of the steps to be taken in the event an emergency arises related to the student's medical condition.
  2. No teacher will be required to provide services of a medical nature to a medically fragile student without being trained to provide the services, unless the services are necessitated by emergency.

3. On a case-by-case basis, the District will determine what training and other support should be provided to a teacher who will be providing instructional or other services to a medically fragile student.
4. When a general education classroom teacher is assigned a student from a special education program for severely impaired students (OHI, PI, SXI, SMI, TMI), the teacher shall not be expected to perform routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain his/her bodily functions nor render routine, scheduled care or maintenance of exceptional bodily functions related to the student's impaired condition. The teacher shall be informed and instructed as to emergency measures which may be necessary on occasion due to the student's impaired condition.

Otherwise, it shall be the responsibility of the teacher to implement the student's individualized educational plan for attending to the educational needs of the student while in the teacher's class.

## **ARTICLE VII**

### **TEACHING CONDITIONS**

The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association and the Board.

- A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever possible to meet the following optimum standards, but in no event shall it exceed the following maximum standards except in the traditional large group instruction or experimental classes where teachers have voluntarily agreed to exceed those maximums:

	<u>Optimum</u>	<u>Maximum</u>
1. <u>Elementary</u>		
Kindergarten	16	22
First-Second Grade	15	22
Third-Sixth	18	25
2. <u>Secondary</u>		
English	21	28
Social Studies	21	28
General Education	21	28
Mathematics	21	28
Science	21	24
Language	21	28
Business	21	28
Keyboarding	23	26
Life Management	18	25

	<u>Optimum</u>	<u>Maximum</u>
Music	35	45
Physical Education	30	40
Art	18	25
Computers	25	30

3. Special Education - Numbers in this section refer to caseload.
- |                            |    |     |
|----------------------------|----|-----|
| Resource Room Teacher - EL | 18 | 23* |
| - Secondary                | 20 | 25* |

Categorical Classrooms will follow the expectations for class size and caseload set forth by the CISD plan.

\*The maximum shall be decreased by 3 if the teacher travels between or among buildings.

4. **NOTE.** In a class in which work stations are required, the number of students shall not exceed the number that can be assigned appropriately to such stations. The number of stations in a classroom may be increased only after prior consultation with the Association.
5. In the event that a class must exceed the above-stated maximums the Athens Education Association must be notified in a timely manner by the administration. Should it be necessary to have more than the above- stated maximums in a class the following compensation shall be made:
- a. Notwithstanding any other provision in this section a teacher shall be compensated at an hourly rate of \$40 per student per semester beginning with the first student assigned over the above-stated maximums.
  - b. The compensation shall be paid no later than three (3) weeks following the end of each semester.
  - c. Overloads will be evenly distributed within subject sections (middle school and high school) and grade levels (elementary school). This shall not require students to be subsequently transferred in the event enrollment in a class or classes changes after students have been evenly distributed to address an overload.
  - d. The administration shall inform each teacher in the Association as to what date overages will be turned in by. The District will give at least two (2) weeks prior notice of such a date.

A teacher shall not receive compensation if the class size has not exceeded the above-stated maximums for at least one-half of the student attendance days in that

semester. With the exception of the beginning of the second semester students shall not be transferred from a class to avoid meeting the number of student attendance days.

- B. The Board shall allow for a storage area for professional teaching reference material in each school in the District.
- C. The Board agrees to make available in each school adequate duplicating facilities. The reproduction of copyrighted materials shall be strictly prohibited. Teachers, students, and other staff may be restricted from the use of this equipment.
- D. The Board shall provide:
  - 1. A separate desk for each teacher in the district.
  - 2. Suitable securable space for each teacher to store coats, overshoes, and personal articles.
  - 3. Chalkboard and/or dry erase or white board space in every classroom.
  - 4. Copies, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach.
  - 5. Storage space in each classroom for instructional materials.
  - 6. Attendance books, paper, pencils, pens, chalk, erasers, and other such material required in daily teaching responsibility.
  - 7. Key to each teacher for classroom.
  - 8. All teachers will receive a key to the building they work in and access to copy, duplicating, and printing facilities beyond the regularly scheduled work day. Teachers may only access the school buildings from 6:00 am to 11:00 pm on any given day, unless special prior authorization is given by administration.
- E. The Board shall make available in each school adequate lunchroom, restroom and lavatory facilities for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge. Provision for such facilities will be made in all future buildings.
- F. Upon request of the Association, permission shall be granted to install vending machines in the teachers' lounge provided that the Board shall have no responsibility for the maintenance or security of such machines and the Association shall save the Board harmless from any and all expenses connected therewith. The proceeds from all such machines shall be used by the Association in its sole discretion.

- G. Off-street paved parking facilities shall be provided at each school.
- H. Teachers are entitled to function in an environment as free from hazards as can reasonably be provided. In this regard, and in accordance with state law and Michigan OSHA Standards, the Board will provide reasonable and adequate protection to the lives, safety, and health of its employees.

**ARTICLE VIII**  
**QUALIFICATIONS AND ASSIGNMENTS**

- A. No teacher shall be employed by the Board for a regular teaching assignment who does not hold appropriate State Certification or meet the requirements set forth by the No Child Left Behind Act of 2001. A teacher hired before the first student attendance day of the 2002-2003 school year who is required by the ESEA to be 'highly qualified' (as defined by the ESEA and MDE) for his/her teaching assignment shall satisfy one of the options provided through the MDE in becoming 'highly qualified' by the end of the 2005-2006 school year.
- B. A teacher who is required as of the end of the 2005-2006 school year by the ESEA to be 'highly qualified' (as defined by the ESEA and the MDE) for his/her teaching assignment and is not 'highly qualified' for his/her teaching assignment shall be granted the first vacancy he/she applies for provided he/she is 'highly qualified' for the vacancy. If there is no vacancy for which said teacher is 'highly qualified', said teacher shall be treated under Article XVI – Layoffs and Recall provisions of this Master Agreement as if his/her current position had been eliminated. A teacher that has been recognized as 'highly qualified' under the ESEA by this school district or another Michigan school district for his/her assignment shall be recognized as 'highly qualified' by this school district for the duration of his/her agreement.
- C. The Administration shall provide each individual teacher with a statement of reasonable assurance of employment for the following school year, two (2) weeks before the end of the current school year. All teachers shall be given written notice of their class schedules for the forthcoming year no later than one week before the supply order or text deadline, or May 15<sup>th</sup> whichever comes first, of the school year." In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly in writing and consulted. In no event will changes in teachers' schedules be made later than the 15th day of August preceding the commencement of the school year, unless an emergency situation requires same.
- D. Teachers shall not be assigned outside the scope of their teaching certificates or their major or minor fields of study except temporarily and for emergency purposes and the Association shall be notified in each instance, along with written statement of reasons for such an assignment. Temporary shall be defined for purposes of this article as not to extend beyond one year, unless agreed upon by the teacher.

- E. Any assignments in addition to the normal teaching schedule during the regular school year, including Adult Education Courses, Driver Education, extra duties enumerated in Schedule "C" and summer school courses, shall not be obligatory but shall be with the consent of the teacher.

Preference in making Schedule C Adult Education, Driver Education and Summer School assignments will be given to teachers regularly employed in the District.

- F. The Board and the Association, in recognition of the desirability of multi-ethnic representation on the teaching faculty, hereby declare a policy of actively seeking minority group personnel.

#### **ARTICLE IX** **VACANCIES, PROMOTIONS, AND TRANSFERS**

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building or position shall be made in writing, one copy of which shall be filed with the Superintendent. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. Such request shall be renewed once each year to assure active consideration by the Board. Acknowledgment in writing of receipt of such requests shall be given to the applicant.
- B. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If the Superintendent in his/her reasonable judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the normal school year at which time the position will be considered vacant.
- C. An involuntary transfer will be made only in case of emergency or to prevent undue disruption of the instructional program. The Superintendent shall notify the affected teacher of the reasons for such transfer. If the teacher objects to such transfer for the reasons given, the dispute may be resolved through the professional grievance procedure, during which time the transfer shall be in effect.
- D. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.
- E. The Board declares its support of a policy of filling vacancies, including vacancies in supervisory positions, from within its own teacher staff. Whenever a vacancy arises, the Superintendent shall promptly post notice of same on a bulletin board in each school building for no less than ten (10) days before the position is filled by permanent appointment. Vacancies shall be filled on the basis of experience, competency, and qualifications of the applicant, length of service in the district, and other relevant factors. Any new positions, including supervisory positions, shall be posted with

accompanying job descriptions. During summer months, the administration shall notify, in writing, the president of AEA of all vacancies and will make available a designated phone number connected to an answering machine that the administration shall use to announce vacancies to interested persons.

- F. The Superintendent's office will provide a form to all teachers on which they may indicate a request for transfer to another teaching position for the fall term, if such a position becomes vacant. This form is to be provided to the teacher prior to ten (10) days before the end of the school year and must be filed prior to the end of the school year.

## **ARTICLE X**

### **PAID LEAVES OF ABSENCE**

- A. At the beginning of each school year, each teacher shall be credited with twelve (12) leave days. All current sick and business days will be rolled into leave days. Unused days will be capped at 90 days for teachers hired after August 1, 2002. Unused days may accumulate without limit for teachers hired prior to August 1, 2002. Each teacher shall be notified in writing before the end of September of the total number of unused leave days accumulated. Once a teacher has accumulated more than 90 unused leave days, a teacher may cash in those days that exceed 90 unused leave days, at 50% of the daily substitute pay rate in effect at the time the teacher chooses to cash them in. The request to cash in unused leave days must be made prior to May 15<sup>th</sup> and will be negotiated during the first pay period of June. No more than 40 unused leave days may be cashed in for any given school year.
1. Teachers may use leave if it is necessary for the teacher to personally provide supervisory in-home care for the teacher's children if the child has a "serious health condition".
  2. Upon retirement from Athens Area Schools' employment a teacher will be compensated for each unused leave day at a rate of three quarters of the substitute teacher daily rate of pay in effect at the time the teacher retires or leaves employment in the Athens Area Schools. This policy becomes effective September 1, 1987. For those teachers employed by the Athens Area Schools at the time the September 1, 1987 policy became effective, and who have accumulated unused leave days under the former contract, said unused leave days will be converted to the new policy stated above.
- B. At the beginning of each school year, at the discretion of the Association, each teacher may contribute up to two (2) of their accumulated leave days to a common Sick Bank administered by the Association. Teachers who have exhausted their leave because of long-term illness or disability may request leave from the Sick Bank in increments of no more than thirty (30) additional leave days to a maximum of 180 days or one (1) school year whichever is less. The maximum number of days granted from the Sick Bank cannot exceed the total number of days in the Sick Bank during any one year.

- The Association shall be responsible for granting and denial of said requests. The Association shall immediately notify the Superintendent's office of any withdrawals from the Sick Bank and in no case shall notification lapse more than five (5) days.
- C. A teacher who is unable to teach more than five (5) consecutive work days because of illness or disability shall submit a statement from a physician documenting the illness/disability and estimating the expected duration of the absence.
  - D. Absence due to injury or illness incurred in the course of the teacher's employment shall not be charged against the teacher's leave days, and the Board shall pay to such teacher the difference between his salary and benefits received under the Michigan Workers' Compensation Act for the duration of such absence but no longer than six (6) months.
  - E. Teachers shall be informed of the telephone number they may call before 6:30 a.m. to report unavailability for work. In an emergency, the time for notification may be extended to 7:00 a.m. It shall be the responsibility of each teacher to report his/her unavailability for work each day of his absence.
  - F. Requests for leave shall be made no less than forty-eight (48) hours in advance, except in cases of emergency. It is expressly understood that leave days shall be used only for illness and/or legitimate business, professional or personal obligations which cannot reasonably be scheduled outside of the regular school day and not for purposes of personal profit. Requests for a leave day will be limited to four (4) persons on any given day, excluding emergency situations. Abuse of this provision, including any misrepresentation concerning the eligibility of a teacher for such leave benefits, shall result in loss of pay for day(s) involved.
  - G. A teacher shall be entitled to leave for jury service if unable to be excused from such service. The teacher shall be entitled to receive regular compensation for teaching, without deduction of leave days, less any fees paid, excluding mileage fees, provided that notice of such jury service is given to the Superintendent or his/her designee prior to the scheduled date thereof. The teacher shall return to his/her duties whenever attendance in Court is not actually required.
  - H. Upon the request of the Association, the Board may grant a leave of absence to a teacher for the purpose of conducting official Association business, in accordance with the following guidelines:
    - 1. The absence of the teacher shall not materially interfere with the discharge of the teacher's responsibilities.
    - 2. Except for good cause, request for leave day shall be made in writing to the Superintendent not less than five (5) working days prior to the leave.
    - 3. The Superintendent shall not be required to grant more than seven (7) such Association leave days during each school year.
    - 4. Association leave days shall not be cumulative.



- I. A teacher will be granted up to five (5) days of additional leave time, for each occurrence, in the event of a death in said teacher's immediate family. The immediate family shall include said teacher's mother, father, spouse, mother-in-law, father-in-law, child, sibling, step-parent and step-child. In the event of the death of a biological first aunt, first uncle, grandparent, grandchild or step-grandchild, a teacher shall be granted one (1) day of leave time. Request for funeral leave time for persons other than family listed in this section may be granted at the discretion of the Superintendent of Schools for that day only.

**ARTICLE XI**  
**UNPAID LEAVES OF ABSENCE**

- A. The Board may grant an unpaid leave of absence for up to one (1) year upon the written request of a teacher for reasons of child care, professional development, including studies, travel and special teaching assignments resulting in potential advantage to the school system or for other reasons not otherwise herein provided. In determining whether to grant any such leave, the Board shall consider the staffing needs of the District and the availability of a certified and qualified replacement to insure that the quality of student instruction will not be diminished.
- B. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability up to one (1) year. The leave may be extended in the discretion of the Board upon request by the teacher.
- C. A leave of absence of up to two (2) years may be granted to any teacher upon application, for the purpose of participating in exchange teaching programs in other states, territories or countries; foreign or military teaching programs, the Peace Corps, Teacher's Corps or Job Corps as a full-time participant in such program; provided said teacher states his intention to return to the school system. Upon return from such leave, a teacher shall be placed at the same position of the salary schedule as he would have been had he taught in the district during such period.
- D. A military leave of absence may be granted to any teacher who shall be inducted for military duty or shall enlist for one tour of duty in any branch of the armed forces of the United States. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period.
- E. A leave of absence of up to one (1) year may be granted to any teacher upon application for the purpose of serving as an officer of the State or National Association or on its staff. Upon return from such leave such teachers shall be placed at the same position of the salary schedule as they would have been had they taught in the system during such period.

- F. Teachers who have been employed for seven (7) years may be granted a sabbatical leave for one (1) year. During said sabbatical leave, the teacher shall be considered to be in the employ of the Board. A teacher, upon return from a sabbatical leave, shall be restored to his/her former position or to a position of like nature and status, and shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period. Sabbatical leaves shall be granted at the discretion of the school board on the recommendation of the superintendent.
- G. A teacher who has been granted an unpaid leave of absence shall not be entitled to accrue leave days pursuant to Paragraph A of Article X during the period of the leave of absence. Except as otherwise expressly provided in this Article, a teacher shall not be entitled to advance on the salary schedule as a consequence of such leave.
- H. On the termination of an unpaid leave, the teacher shall be placed in the position which the teacher held prior to such leave, provided, however, that if the position is no longer in existence, then such teacher shall be placed in a similar position for which he/she is otherwise certified and qualified, subject to the rights of other teachers pursuant to Article XVIII of this Agreement. An unpaid leave of absence shall not be terminated early without the prior approval of the Board.
- I. A teacher granted an unpaid leave of absence shall agree in writing to return to the service of the Board upon the completion of the leave. Each leave agreement shall include a requirement that the teacher notify the Board in writing prior to a specified date that the teacher intends to return and if the teacher fails to give such notice, the obligation of the Board to re-employ the teacher shall terminate and the teacher shall be deemed a voluntary quit.

**ARTICLE XII**  
**TEACHER EVALUATION AND PROGRESS**

The Association and Board recognize the importance and value of developing a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. Therefore, to this end, the following procedure has been agreed upon in an effort to accomplish these goals.

- A. The performance of all teachers shall be evaluated in writing. The evaluation form shall be included in the Master Agreement as Appendix 3. Probationary teachers shall be evaluated at least two (2) times during the school year. The first evaluation shall take place before the end of October and a second evaluation before the end of February. These evaluations shall be reported to the Superintendent no later than one week prior to winter break, and one week prior to spring break, respectively. A third evaluation shall be conducted upon the probationary teacher's request and shall be reported to the Superintendent no later than the third Monday in April. Tenured teachers may be evaluated two (2) times during the year. These evaluations shall be reported to the Superintendent no later than one week prior to spring break. At least one classroom visit shall be announced and one may be unannounced. However, evaluations shall not

be conducted on a day before or immediately after a school vacation. The time of observance on any given day shall not be longer than 55 minutes at the elementary school and a normal teaching hour for both the middle school and high school.

1. For the first three (3) years of his or her employment in classroom teaching, a teacher shall satisfactorily complete an intensive professional development induction into teaching based on the individualized development plan which shall consist of at least fifteen (15) days of professional development, the experiencing of effective practices in university-lined professional development schools, and regional seminars conducted by master teachers and other mentors, including classroom management and instructional delivery. The District shall be required to provide released time to the teacher to satisfy the fifteen (15) day professional development requirement mandated by law or shall provide additional compensation to the teacher for these fifteen (15) days of professional development.
  2. Pursuant to Section 1526 of the School Code of 1976, each probationary teacher must be assigned to a mentor who shall serve as an advisor to the probationary teacher. For each probationary teacher, a mentor shall be appointed by the administration with the approval of the Association. The mentor selected shall consent to the appointment.
  3. The mentor shall assist the probationary teacher during the term of the appointment.
  4. The mentor teacher shall be a tenured teacher. The mentor teacher will receive a stipend of \$200 per school year. The mentor and mentee shall be assigned a common prep time when possible.
  5. The mentor and mentee must meet at least two hours per month in September, October, November, and December. The mentor and mentee must meet at least one hour per month in January, February, March, and April. The mentor and mentee must submit a report that includes dates and times of meetings. The meetings may take place during prep periods, before and after school, or during lunch. The meeting time and place must be mutually agreed upon by the mentor and mentee.
- B. Evaluations shall be conducted by the building principal, or an administrator if the building principal is unavailable, holding a valid teaching certificate and three (3) years of teaching experience. Evaluations shall be conducted openly.
- C. A copy of the evaluation shall be signed by the person making the evaluation and submitted during the personal review to the subject teacher within at least ten (10) days of the evaluation. A copy of this evaluation signed by the subject teacher shall be returned to the administrator immediately following any discussion of the evaluation. The parties recognize that an evaluation may contain subjective judgments about the performance of the teacher with which the teacher may disagree, in which case the

- teacher shall have the right to comment on the evaluation and both reports shall become a part of the teacher's personnel file. In addition, the teacher shall have the right to challenge alleged factual inaccuracies in the evaluation report through the grievance procedure.
- D. The end-product of all evaluations shall be directed toward the improvement of instruction, growth within the profession and upgrading of the Athens Area School District. Accordingly, each evaluation shall include specific suggestions for improvement.
  - E. No notice of any complaint directed towards a teacher shall be included in said teacher's personnel file unless:
    - 1. The complaint is in writing.
    - 2. The alleged incident occurred within the current school year.
    - 3. The teacher is notified in writing within five (5) work days of the receipt of the complaint.
  - F. All teachers shall retain all rights of the Tenure Act related to discharge, demotion, or retirement and need no special notification of such rights.
  - G. A personal file, available upon request, shall be maintained by the school district and contain the following items:
    - 1. Required medical information presented by the teacher annually.
    - 2. Evaluation records.
    - 3. Annual contracts.
    - 4. Copy of valid teaching certificate.
    - 5. Transcript of academic records with any changes or additions presented by the teacher when change occurs.
    - 6. Tenure/probationary status.
    - 7. Any written complaint as in E above.

Such items shall be the property of the school district and may not be removed from such files. A representative of the Association may, at the teacher's request, accompany the teacher in this review.

### **ARTICLE XIII** **PROFESSIONAL BEHAVIOR**

- A. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being.

- B. The Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior. The Association shall deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession.
- C. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. The Board, in recognition of the concept of progressive correction, shall notify the teacher in writing of alleged delinquencies, indicating a reasonable period of correction. Alleged breaches of discipline or the Code of Ethics of the Education profession shall be promptly reported to the offending teacher and to the Association. The Association will use its best efforts to correct breaches of professional behavior by any teacher and, in appropriate cases, shall institute proceedings against the offending teacher.
- D. A teacher shall at all times be entitled to have present a representative of the Association when said teacher is being disciplined. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present, provided, however, that the meeting need not be delayed for an unreasonable time until such representative can be present and in no event shall the Board be restricted from taking such protective action as may be necessary to protect the rights of students and others pending the holding of such disciplinary meeting.
- E. Discipline shall include, but not be confined to, an oral or written reprimand, forfeiture of compensation or benefits, suspension, demotion, or discharge and, except as the seriousness of an offense shall otherwise require, shall be progressively applied to all tenured teachers.
- F. No disciplinary action shall be taken except for just cause and all disciplinary action shall be subject to review under the Grievance Procedure, except as expressly excluded by the provisions of such procedure. All information forming the basis for disciplinary action shall be made available to the tenured teacher and also to the Association upon the written request of tenured teachers only.

**ARTICLE XIV**  
**PROFESSIONAL IMPROVEMENT**

- A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degree or special studies and participation in community educational projects.
- B. The Board may grant each teacher one (1) two-day conference or two (2) one-day conference leave days to attend professional conferences approved by the Board. These

conferences shall be limited to the teacher's major or minor area of study or to an area for which they are responsible for instruction or a schedule C assignment. The Board shall pay the teacher's regular salary and any mileage up to a two-hundred (200) mile limit, registration fees and lodging costs for the teacher. No teacher's lodging will be paid by the Board if the teacher attends a one-day conference. The teacher shall verify his/her attendance at the conference. Any teacher granted a conference leave day(s) may be requested to present the material or information gained from the conference to other teachers, the Board, or the public as requested by the building principal. Materials presented at said conferences shall be the property of the school district and shall be placed in the teachers' lounge.

#### **ARTICLE XV** **MAINTENANCE OF STANDARDS**

- A. All conditions of employment, including teaching hours, extra compensation for work outside regular teaching hours, relief periods, leaves, and general working conditions shall be maintained at no less than the highest minimum standards in effect in the district at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of this Agreement. This Agreement shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed unless expressly stated herein.
- B. The duties of any teacher or the responsibilities of any position in the bargaining unit will not be substantially altered or increased without prior negotiations with the Association.
- C. It is an expectation that teachers will attend three (3) Athens community events per year.

#### **ARTICLE XVI** **LAYOFFS AND RECALL**

- A. Determination. The Board has the right to reduce the number of teachers in a given subject area, field or program, or to otherwise eliminate or consolidate positions. The Board shall notify the Association in writing of its intentions to do so and the reasons therefore. A layoff extending for more than thirty (30) days shall not be implemented until the Association shall have had the opportunity to make its recommendations to the Board regarding priorities and procedures to be followed in such layoff, provided, however, that the Association shall have the responsibility to submit its recommendations within seven (7) days after notification by the Board.
- B. General Procedure. Except as the Board and the Association shall otherwise agree under the provisions of Section A, the order of any staff reduction of more than thirty (30) days shall be determined by the Board on the basis of seniority, certification, and qualifications as defined hereafter.

C. Conditions to Layoff. A layoff shall be subject to the following conditions:

1. If the layoff shall be for more than thirty (30) days, the Board shall give not less than sixty (60) calendar days' notice of layoff to the individual involved and the Association. Such notice shall not apply when the layoff is necessitated by millage failures.
2. Any layoff shall suspend for the duration of the layoff the Board's obligation to pay salary or fringe benefits under any individual contract of employment or under this Agreement; however, a teacher shall be eligible to receive any benefits which were earned but not yet paid prior to the layoff, including applicable fringe benefits. In addition, the Board agrees to continue payments of all insurance premiums on behalf of any eligible teacher who is laid off during the regular school year for a period not to exceed three (3) calendar months after the payment of earned benefits, provided that if the teacher secures other full time employment prior to the expiration of such three-month period, the Board's obligation to pay premiums shall terminate as of the date on which the teacher begins such employment.

D. Conditions to Recall. Recall shall be subject to the following conditions:

1. If no recall date is set forth in the notice of layoff, the Board shall give written notice of recall from layoff by sending a certified letter, return receipt requested, to the teacher at the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. If a teacher fails to report to work at the time specified in the notice, which time shall not be less than seven (7) days from the date of receipt of the recall notice if no time was specified in the notice of layoff, unless an extension is granted in writing by the Board, the teacher shall be considered a voluntary quit and shall thereby terminate the teacher's individual employment contract and any other employment relationship with the Board.
2. The Board shall rehire teachers in the inverse order of layoff, provided that such teachers are certified and qualified to perform the duties of the position and provided further that the obligation to rehire a teacher shall terminate eighteen (18) months following such layoff, except as a shorter or longer period is required by law. A teacher who meets the following requirements shall be deemed qualified for purposes of recall.
  - a. **Elementary Self-Contained Classroom (K-6).** A valid elementary certificate.
  - b. **Grades 7-8.** A valid elementary and/or secondary certificate together with a major or minor in the particular subject(s) comprising the assignment provided, however, that a teacher who has a minimum of two (2) years of successful teaching experience in the subject area(s) comprising the

- assignment within the five (5) year period immediately preceding the determination date for retention or recall shall be deemed qualified.
- c. **Grades 9-12.** A valid secondary certificate together with a major or minor in the particular subject(s) comprising the assignment, provided that such major(s) or minor(s) meet the minimum permanent North Central Accreditation Standards then in effect.
  - d. **Specialists.** A valid elementary, secondary or K-12 certificate, including requisite endorsements for the teaching of special subjects. As used herein, "special subjects" shall refer to art, music, physical education, reading, special education, vocational education as well as to other subjects requiring special certification, endorsements or authorizations, including library work and guidance and counseling.
3. A teacher who at the time of recall has executed a teaching contract in another school district may file a written request within seven (7) days from receipt of the recall notice that he/she be maintained in the same position on the recall list until the termination of such teaching contract or September 1, whichever is later.
- E. Seniority. The Board shall maintain an up-to-date seniority list, based on service dates only, a copy of which shall be furnished to the Association at least once each year but not later than November 1, provided, however, that the seniority list shall be conclusively deemed to be accurate unless the Association informs the Board otherwise within ten (10) days from receipt. The names of all teachers in the bargaining unit at the time of the preparation of the seniority list shall be listed in order of their service dates, starting with the teacher with the greatest amount of seniority at the top of the list. If two (2) or more teachers have the same service date, their social security numbers shall be used in determining their respective positions on the seniority list, with the teacher having the lowest number being assigned first to the seniority list. "Service date" shall mean the date on which the teacher first provided services to the Board, exclusive of any extra-duty assignment, after the last interruption of service if the teacher has been employed more than once by the Board. A break in service by reason of layoff, an authorized leave of absence, or appointment to an administrative position shall not be deemed to be an interruption of service, provided, however, that in such instances a teacher shall neither accrue nor lose seniority.
- F. A teacher who is laid off under the provisions of this Article who is paid unemployment compensation benefits (associated with his or her regular teaching assignment) during the summer immediately following the layoff and who is subsequently recalled to the teaching position at the beginning of the next school year will be paid according to an annual salary rate, such that his/her unemployment compensation plus that annual salary rate will be equal to the rate of salary he/she would have earned for the school year had he/she not been laid off, subject to the following conditions:



1. The total of unemployment compensation plus salary earned by employment in the district shall not be below that which the employee would have received had he/she been employed the entire school year.
2. The salary earned through employment in the district shall not be less than his/her salary from same for a similar period during the preceding school year.

**ARTICLE XVII**  
**CONTINUITY OF OPERATIONS**

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive Grievance Procedure under which the unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not during the period of this Agreement, directly or indirectly, engage in or assist in any strike, as defined by Section I of the Public Employment Relations Act.
- B. The Board agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined in Section 10 of the Public Employment Relations Act.

**ARTICLE XVIII**  
**PROFESSIONAL COMPENSATION**

- A. The basic salaries of teachers covered by this Agreement are set forth in Schedule "A" which is attached to and incorporated in this Agreement.
- B. A teacher's hourly rate is to be determined by dividing the basic salary for the year by the number of contract days and using that figure, dividing by the number of hours assigned per day.
- C. Teachers involved in extra duty assignments set forth in Schedule "C" which is attached to and incorporated in this Agreement shall be compensated in accordance with the provisions of this Article.
- D. If requested in writing by an administrator, a teacher chaperoning a pep bus will be paid \$10.00 per trip if the destination is less than thirty (30) miles or \$20.00 per trip if the destination is thirty (30) miles or more.
- E. The Board encourages teachers to continue to broaden their knowledge and skills through further graduate study. To this end the Board agrees to reimburse a teacher, upon proper application, for tuition required to earn graduate credits in courses related to the teacher's teaching areas or other courses approved in advance by the Superintendent. To be eligible for reimbursement, the teacher must submit a transcript

documenting satisfactory completion of such courses, along with receipts documenting tuition expenditures.

Such tuition shall be reimbursed for a maximum of twenty (20) credits beyond the BA+18 required by law, and shall be limited to fifty per cent (50%) of the tuition charged by public universities in the State of Michigan. In the event a teacher selects a private institution, the reimbursement shall be fifty per cent (50%) of the amount derived from averaging the then current tuition charged by Western Michigan University, Michigan State University, and University of Michigan.

- F. Should a teacher earn a second Masters Degree while employed by the District, the Board agrees to compensate the teacher with a one-time stipend of \$1500. Should a teacher earn a Doctorate Degree while employed by the District, the Board agrees to compensate the teacher with a one-time stipend of \$3000. The stipend will be conveyed after proper and official transcripts are presented to the District for inclusion in the personnel file.
- G. A teacher accepting a course of independent study during his/her prep period shall be compensated at one third (1/3) their hourly rate for one (1) to three (3) students. A teacher accepting a course of independent study during his/her prep period for more than three (3) students shall be compensated at one half (1/2) their hourly rate. A course of independent study may only be taught during a teacher's prep period and only one independent study course may be taught per semester by a teacher. The Association's president, the affected teacher(s), and the building Principal must give prior approval of an independent study at their earliest convenience.
- H. Section G of this Article does not apply to a teacher accepting a teaching assistant/student aide. Accepting a teaching assistant/student aide is strictly voluntary.

#### **ARTICLE XIX** **SPECIAL TEACHING ASSIGNMENTS**

- A. Assignments for the Adult Education, Driver Education and Summer School programs will be made by the Board on the basis of preference to teachers possessing permanent teaching certificates regularly employed in the normal school year.
- B. Supervision by a teacher of a student teacher shall be voluntary and no teacher shall supervise more than one such student teacher simultaneously.

#### **ARTICLE XX** **STUDENT DISCIPLINE AND TEACHER PROTECTION**

- A. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.

- B. A teacher may exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. Such exclusion shall be made only when the school principal has been notified in writing in advance of the intention of the teacher to exclude. The school principal may deny an exclusion if it involves more than one successive day. Such exclusion shall include all forms of removal from the classroom and such students shall be taken immediately to the building principal.
- C. A teacher shall be eligible to receive from the Board reimbursement up to two hundred fifty dollars (\$250) for loss or damage to the teacher's personal property which is not covered by the teacher's personal insurance to the extent such loss arose out of and in the course of the discharge of the teacher's employment duties and was not the result of the negligence or misconduct of the teacher. The Board shall have no obligation to reimburse the teacher for any property whose presence on the premises of the Board was not reasonably necessary in the performance of the teacher's professional duties. At the beginning of each school year teachers shall file a list of personal items with the building administrator that they may bring to school as per this Article. The list may be updated as needed.
- D. Subject to applicable law and regulations a teacher shall have the right to use such physical force as may be authorized by the Board or as may reasonably be necessary to take possession of any dangerous weapon from any student to the extent that such action is reasonably necessary to protect the safety of the teacher or the safety of other persons.

The teacher shall be furnished legal counsel at the expense of the Board to advise the teacher of the teacher's rights and obligations if such teacher shall have promptly reported any such assault to the Board.

- E. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student and pursuant to the policies of the Board, the Board will provide legal counsel and render necessary assistance to the teacher in his defense.

#### **ARTICLE XXI**

#### **PROFESSIONAL GRIEVANCE PROCEDURE**

- A. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of the Agreement or any rule, order or regulation of the Board may be processed as a grievance as hereinafter provided.

It is understood that the creation of any rule, order, or regulation by the Board may not be processed as a grievance unless the rule, order, or regulation is in conflict with this Master Agreement.

- B. A teacher, group of teachers, or the Association, who believes that a grievance exists shall first discuss the matter informally with the building principal. If the complaint applies to more than one building or if the matter is such that the building principal does not have the power to grant the remedy requested, the discussion shall be with the Superintendent or his/her designee. A written request for such discussion shall be submitted within ten (10) days from the time of the event. The discussion/informal conference shall be held within ten (10) days of the receipt of the written request for a conference.
- C. If the grievance is not resolved to the satisfaction of the grievant at the informal conference, the teacher or the Association may reduce the grievance to writing and submit it to the building principal within ten (10) days of the informal conference. If the grievance involves more than one building or if the building principal does not have the authority to resolve it, the grievance shall be submitted to the Superintendent or his/her designee. The grievance shall include the following information:
1. An identification of the grievant(s).
  2. The facts on which the grievance is based.
  3. The portions of the agreement or the policy allegedly violated.
  4. The specific relief requested.
  5. The date on which the grievance is filed.
  6. The signature of the grievant or the appropriate officer of the Association.
- D. Within five (5) days of receipt of the grievance, the administrator with whom the grievance is filed or his/her designee shall meet with the Association in an effort to resolve the grievance. The administrator shall indicate said disposition of the grievance in writing within five (5) days of such meeting, and shall furnish a copy thereof to the Association.
- E. If the Association is not satisfied with the disposition of the grievance (if initially filed with a Principal) or if no disposition has been made within five (5) school days of such meeting (or six [6] days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Superintendent. Within five (5) days the Superintendent or his/her designee shall meet with the Association on the grievance and shall indicate his/her disposition of the grievance in writing within five (5) days of such meeting, and shall furnish a copy thereof to the Association.
- F. If the Association is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within the five (5) day period above provided, the grievance may be submitted to arbitration before an impartial arbitrator selected by the parties in accordance with the rules of the American Arbitration Association, which rules shall likewise govern the arbitration proceeding.

A written Demand for Arbitration must be filed with both the Superintendent's office and with the American Arbitration Association not later than ten (10) days after issuance of the Superintendent's decision.

The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement.

- G. The fees and expenses of the arbitrator shall be divided equally between the Board of Education and the Association.
- H. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, the teacher shall be reinstated with full reimbursement of all professional compensation lost. If said teacher shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him/her.

In case of dismissal of probationary teachers, the Association shall have access to advisory arbitration only. The parties agree to expedite advisory arbitration so that within thirty (30) days of the Board's recommendation for dismissal or as soon as possible, the arbitrator renders his/her decision.

- I. The grievance procedure herein set forth shall not apply to any grievance in which proceedings are pending before any administrative tribunal, agency or court.
- J. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- K. If an individual teacher has a personal complaint which he/she desires to discuss with a supervisor, the teacher is free to do so without recourse to the Grievance Procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the Grievance Procedure, the interests of the teachers shall be the sole responsibility of the Association.

#### **ARTICLE XXII** **CONFERENCE COMMITTEE**

- A. A Conference Committee is hereby created for the purpose of administering the terms of the contract, keeping both parties informed of changes and new developments, keeping the buildings operating at peak efficiency, and addressing potential problems in an effort to keep such matters from becoming major in scope.

- B. The committee shall consist of up to three (3) members designated by and including the superintendent and up to three (3) members designated by and including the Association president; either party may designate an additional representative.
- C. Either party can request a meeting of the Conference Committee. An agenda shall be submitted with the request; unless otherwise mutually agreed, matters taken up at the conference shall be limited to those on the agenda.
- D. The meetings shall be held at times and places mutually agreed upon.
- E. It is agreed that an attempt to resolve a matter through the Conference Committee in no way constitutes a waiver of the rights of the Association or of any employee provided under the grievance procedure or under any statute or other regulation. It is further agreed that during the period that the parties are endeavoring to reach a fair and reasonable solution to a problem, the time limitations for filing grievances on the matter are suspended.
- F. The details of any resolution of a problem situation agreed upon by the parties shall be reduced to writing and the understanding initialed by the parties.
- G. Recognizing that the purposes of the committee can best be accomplished through frequent open and frank communication between key administrators and leaders in the Association, the parties will attempt to convene the committee at least once per month, to the extent possible and practicable, even though there may be no perceived problem requiring attention.

**ARTICLE XXIII**  
**NEGOTIATION PROCEDURES**

- A. It is contemplated that terms and conditions of employment provided in the Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern of the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. A reasonable time prior to expiration of this Agreement or upon request of either party, negotiations will be undertaken for an Agreement covering the following school year. Items for annual negotiations shall be economic and such articles deemed unworkable.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association the parties mutually pledge

that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.

**ARTICLE XXIV**  
**MISCELLANEOUS PROVISIONS**

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to the Agreement.
- B. Copies of this Agreement shall be printed at the expense of the Association and presented to all teachers now employed and hereafter employed by the Board within ten (10) days of the opening of the school year or within thirty (30) days of the ratification of this contract, whichever is the latest of these two dates. Twenty (20) copies shall be provided the Association for its use.
- C. An Administrator shall not be scheduled to teach. For purposes of this provision, administrator shall refer to the Superintendent and each building principal.
- D. There shall be three options available for issuing paychecks as follows:
  - 1. A twenty-one (21) pay basis whereby all school year earnings are paid in equal allotments by the first June paycheck or paid promptly upon the satisfactory completion of all contractual services for the regular school year, whichever is later.
  - 2. A twenty-six pay basis whereby teachers desire their summer pay in a lump sum. The lump sum payment will be included in the first June paycheck or paid promptly upon the satisfactory completion of all contractual services for the regular school year, whichever is later.
  - 3. A twenty-six (26) pay basis whereby the teacher's pay is divided into equal allotments. Paychecks during summer recess shall be mailed to all parties concerned the day before they are due. Expense of postage will be paid by the Board of Education.

Each year all teachers shall indicate, on a form provided by the Board, their choice for paycheck allotment for the upcoming year. This form must be submitted to the Superintendent's office no later than the last day of school or paychecks shall be issued on the same basis as the previous year or on a twenty-one (21) pay basis if the teacher is a new employee.

**ARTICLE XXV**  
**CONTRACT INTERPRETATION**

Each of the provisions of this Agreement shall be subject and subordinate to the obligations of either party under applicable laws or regulations. If any provision shall be prohibited by or be deemed invalid under such applicable laws or regulations, such provision shall be ineffective to the extent of such prohibition of invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

- A. Definitions. Except as otherwise expressly provided in this Agreement, the words and phrases hereinafter set forth shall have the following meaning:
1. **Association** means the Athens Education Association.
  2. **Day** means a day when the school is open and teachers are scheduled to report for duty, except that during a summer recess, day means a regular business day excluding holidays and weekends.
  3. **Emergency** means a sudden and unforeseen combination of circumstances or the resulting state therefrom.
  4. **Party** means the Board or Association.
  5. **Part-time Teacher** means a teacher regularly employed under contract for less than a full work week or full work day. The fringe and leave benefits of a part-time teacher shall be proportionately reduced.
  6. **Teacher** means a member of the bargaining unit. Reference to male teachers shall include female teachers.
- B. General Interpretation. This Agreement shall be interpreted in accordance with the following understandings, namely:
1. **Captions.** Captions are included only for convenience of reference and shall not modify in any way any of the provisions herein.
  2. **Other Rights.** Nothing in the Agreement shall deny or restrict any right guaranteed to a teacher under applicable laws or regulations. The rights of either party or of a teacher to any benefit shall be determined solely by terms of the Collective Bargaining Agreement in effect at the time such benefit is claimed, it being expressly intended that the parties shall have the unrestricted right to delete, add, or modify any provision of this Agreement shall be subject and subordinate to any subsequent change.



3. **Subordination.** Any individual contract or letter of agreement between the Board and the teacher for the performance of duties which are subject to the terms of this Agreement shall be subject and subordinate to the provisions hereof.
4. **Supersession.** This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary or inconsistent with its terms.
5. **Exclusivity.** The Board agrees not to negotiate with any teacher's organization other than Athens Education Association for the duration of this Agreement.

**ARTICLE XXVI**  
**DURATION OF AGREEMENT**

This Agreement shall become effective August 25, 2005, and shall continue in effect until midnight, August 25, 2007.

ATHENS EDUCATION ASSOCIATION

ATHENS AREA SCHOOLS  
Branch, Calhoun, Kalamazoo, and  
St. Joseph Counties

By Craig B. Drake  
President

By R. M. K. O.  
Superintendent

By Craig B. Drake  
Negotiations Chairperson

By Dennis Starks  
Board of Education President

**SCHEDULE A**

**BASIC COMPENSATION**

- A. Salary Schedule – 2005-2006. Step 15 will remain at \$1500 – no more and no less – above Step 14. All teachers currently receiving longevity will move to Step 15. The new salary schedule is listed below:

<u>Step</u>	<u>BA</u>	<u>BA+18</u>	<u>MA</u>
1	\$31,027	\$32,690	\$33,955
2	\$32,074	\$34,176	\$35,565
3	\$33,122	\$35,660	\$37,173
4	\$34,171	\$37,147	\$38,784
5	\$35,221	\$38,630	\$40,394
6	\$36,268	\$40,116	\$42,002
7		\$41,601	\$43,612
8		\$43,085	\$45,222
9		\$44,570	\$46,832
10		\$46,057	\$48,441
11		\$47,540	\$50,052
12		\$49,027	\$51,660
13		\$50,509	\$53,269
14		\$51,995	\$54,879
15		\$53,495	\$56,379

- Salary Schedule – 2006-2007. Step 15 will remain at \$1500 above Step 14.

<u>Step</u>	<u>BA</u>	<u>BA+18</u>	<u>MA</u>
1	\$31,492	\$33,180	\$34,464
2	\$32,555	\$34,689	\$36,098
3	\$33,619	\$36,195	\$37,731
4	\$34,684	\$37,704	\$39,366
5	\$35,749	\$39,209	\$41,000
6	\$36,812	\$40,718	\$42,631
7		\$42,225	\$44,266
8		\$43,731	\$45,900
9		\$45,239	\$47,534
10		\$46,748	\$49,168
11		\$48,253	\$50,803
12		\$49,762	\$52,435
13		\$51,267	\$54,068
14		\$52,775	\$55,702
15		\$54,275	\$57,202

## SCHEDULE B

### FRINGE BENEFITS

- A. Hospital and Medical Insurance. Each teacher shall have the right to select one (1) of the following plans, namely:

PLAN A: Except as hereinafter provided, the Board agrees to contribute to MESSA Choices II PPO without options as follows: For the bargaining unit member and his/her entire family and any other eligible dependents as defined by MESSA. Effective August 1, 1999 the prescription card co-pay shall be \$5.00.

PLAN B: The Board will contribute to each teacher not electing Plan A a cash option in an amount of the premium contribution for an individual teacher. The teacher may sign a salary reduction agreement for part or all of this cash option and use the Board's Section 125 plan to purchase a tax-deferred annuity.

- B. Dental Insurance. Except as hereinafter provided, the Board agrees to provide each teacher with MESSA Delta Dental Care coverage through the MESSA Choices II PPO PAK.
- C. Vision Insurance. The Employer shall provide MESSA Vision Service Plan 3 (VSP3) for all bargaining unit members and their eligible dependents as defined by MESSA Choices II PPO PAK Plan.
- D. The insurance benefits set forth in Sections A, B and C above shall be subject to the following terms and conditions:
1. Insurance benefits are provided in accordance with the underwriting rules and regulations set forth in the respective Master Contracts issued by the carriers to the Board.
  2. If a teacher shall not complete the contract year, the Board's obligation to contribute insurance premiums shall terminate at the end of the calendar month in which the obligation of the Board to pay compensation to the teacher terminates.
  3. If a teacher provides professional services for the entire school year, the Board's insurance contribution shall extend for twelve (12) calendar months beginning September 1 and terminating August 31.
  4. All claims submitted are subject to the terms set forth by the various insurance administrators and underwriters. As such, any claim disputes are not subject to the grievance procedure.

5. Eligible employees as set forth herein are responsible for the completion of all necessary enrollment forms and for fulfilling any requirements established by the insurance administrators or underwriters.
  6. The Board, by payment of the premium payments required to provide the insurance coverage, shall be relieved from all liability with respect to the benefits provided by the insurance coverage described. The terms of any contract or policy issued by an insurance company herein shall be controlling as to all matters including but not limited to benefits, eligibility, commencement and termination of coverage.
  7. Employees will pay Sixty Dollars (\$60.00) per month of health insurance premiums beginning October 1, 2005, payable as Thirty Dollars (\$30.00) per pay period not to exceed 24 pay periods in a school year. Any future annual increases paid by the Board will be capped at no more than 10%. Any amount of annual increase over 10% up to 13% will be paid by the employee. Any amount of annual increase over 13% will be paid equally by the Board and employee. Any adjustment to the amount of premium shared by the employee will be made July 1, 2006. The employer will deduct employee health care premium cost utilizing a pre tax conversion vehicle.
- E. The number of companies/plans which the school will make annuity deductions from will remain the same as of June 1, 1984. Employees participating in annuity programs must choose from the current plans in existence within the district provided, however, the parties may agree to substitute a new company for one of those presently existing.

**SCHEDULE C**  
**EXTRA-CURRICULAR PAY SCHEDULE**

<u>Duties</u>	<u>Years of Experience/Rates</u>				
	0	1	2	3	4
Director of Athletics	22.0%	23.0%	24.0%	25.0%	26.0%
Basketball: Varsity	9.0	10.0	11.0	12.0	13.0
J.V.	6.0	7.0	8.0	9.0	10.0
8th	4.0	5.0	6.0	7.0	8.0
7th	4.0	5.0	6.0	7.0	8.0
Baseball: Varsity	9.0	10.0	11.0	12.0	13.0
J.V.	6.0	7.0	8.0	9	10.0
Cheerleading: High School: Fall	4.5	5.0	5.5	6.0	6.5
Winter	4.5	5.0	5.5	6.0	6.5
J.V. Fall	3.0	3.5	4.0	4.5	5.0
J.V. Winter	3.0	3.5	4.0	4.5	5.0
Middle School 8th	4.0	5.0	6.0	7.0	8.0
7th	4.0	5.0	6.0	7.0	8.0
Cross Country: Varsity	7.5	8.5	9.5	10.5	11.5
Football: Varsity	9.0	10.0	11.0	12.0	13.0
Assist. Varsity	6.0	7.0	8.0	9.0	10.0
J.V. Head	6.0	7.0	8.0	9.0	10.0
Assist. J.V.	4.0	5.0	6.0	7.0	8.0
Golf: Varsity	7.5	8.5	9.5	10.5	11.5
Softball: Varsity	9.0	10.0	11.0	12.0	13.0
J.V.	6.0	7.0	8.0	9.0	10.0
Track: High School	9.0	10.0	11.0	12.0	13.0
Asst. Varsity	6.0	7.0	8.0	9.0	10.0
Middle School	4.0	5.0	6.0	7.0	8.0
Volleyball: Varsity	9.0	10.0	11.0	12.0	13.0
J.V.	6.0	7.0	8.0	9.0	10.0
Middle School	4.0	5.0	6.0	7.0	8.0
Wrestling: Varsity	9.0	10.0	11.0	12.0	13.0
Asst. Varsity	6.0	7.0	8.0	9.0	10.0
Middle School	4.0	5.0	6.0	7.0	8.0

Band	8.0	9.0	10.0	11.0	12.0
Chess: High School	1.5%				
Middle School	1.0				
Class Sponsors: Senior	3.0	per sponsor, maximum of 2 sponsors			
Junior	3.0	per sponsor, maximum of 2 sponsors			
Sophomore	1.5	per sponsor, maximum of 2 sponsors			
Freshman	1.5	per sponsor, maximum of 2 sponsors			
Community Service (2)	1.0				
8 <sup>th</sup> Grade Science Camp (3)	1.25				
Environmental Club	1.0				
5 <sup>th</sup> Grade Greenfield Village Trip (3)	.4				
Math Olympiad: Middle School	1.5	per sponsor, maximum of 1 sponsor			
National Honor Society: High School	1.0				
Middle School	1.0				
Quiz Bowl High School	1.0	per sponsor, maximum of 2 sponsors			
Middle School	1.0	per sponsor, maximum of 2 sponsors			
SADD	1.0				
Science Olympiad: High School	2.0	per sponsor; maximum of 1 sponsor			
Middle School	2.0	per sponsor; maximum of 1 sponsor			
6 <sup>th</sup> Grade Camp (3)	1.5				
Spanish Club: High School	1.0				
STAND	1.0				
Student Council: High School	5.75				
Middle School	1.5				
Elementary	1.5				
Varsity Club	2.0				
Vocal	1.0	per building			
Middle School Vocal	4.0				

Yearbook: High School	2.75
Middle School	2.5
Elementary	1.5
Youth in Government	3.0 per sponsor, maximum of 2 sponsors
After-school instruction, including Driver Education, Enrichment, etc.	\$18.50/hr.

NOTE: The list of extra-curricular activities shown above is subject to change and is not a guarantee that the District will be able to offer the listed activities. Finances and interest (both student and sponsor) affect offerings.

The aforesaid extra-curricular activities shall be subject to the following terms and conditions:

1. All Schedule C positions that are non-athletic shall be offered to bargaining unit members first.
2. No employee shall earn tenure in any extra-curricular position.
3. All vacant Schedule C athletic positions shall be posted both inside the School District (in the same manner as the second sentence of Article IX, Section E) and to the general community by any means the Board deems appropriate. The Board supports a philosophy of filling Schedule C positions from within its teacher employees. The Board's decisions with regard to appointments to Schedule C positions shall be final.
4. The Board may terminate the services of any individual holding any Schedule C position from his/her Schedule C position(s) upon the Board's discretionary determination that termination is in the best interest of the activity/sport and of the School District with the following understandings:
  - a. In the event of a termination imposed after the conclusion of the activity/sport the decision of the Board shall be upheld unless a duly appointed contract arbitrator rules that the Board's decision was "arbitrary and capricious."
  - b. In the event of a termination imposed prior to completion of the activity/sport, the decision of the Board shall be upheld unless a duly appointed contract arbitrator rules that there was not "just cause" for the termination.
5. Each employee who is assigned to a coaching position shall be evaluated annually using the form set forth in the current coach's handbook. Head coaches shall be evaluated by the appropriate principal and the Athletic Director. Assistant coaches shall be evaluated by the appropriate principal, head coach and Athletic Director.
6. No employee may serve as head coach in more than three (3) sports per year.



7. Each coach shall be responsible for making pre- and post-season inventories, and for submitting recommendations concerning the purchase of new or replacement equipment and supplies within thirty (30) days after completion of the applicable sports session. The Athletic Director shall be responsible for keeping each coach informed concerning the status of his recommendations.
8. Compensation for all extra-curricular activities held by staff members shall be computed by multiplying the BA base rate (Step "1") by the applicable percentage rates herein before set forth.
9. Extra-curricular assignments may be paid in any one of the alternative formats set forth below, based on the written election of the employee:
  - a. A lump sum at the end of the activity/sport's season,
  - b. Substantially equal installments beginning with the pay period following which the teacher first provides services in the assigned activity/sport and continuing through the last pay period in the fiscal year, or
  - c. Substantially equal installments beginning with the pay period following which the teacher first provides services in the assigned activity and continuing through the last pay period during the activity/sport.
10. Percentage rates for new Schedule C activities shall be determined by mutual agreement of the parties.
11. Extra-curricular assignments for the next school year shall be made, whenever possible, prior to the end of the current school year.
12. Credit will be given for previous interscholastic coaching experience within each sport for grades 7-12.
13. No employee serving as Athletic Director will teach more than 50% of the school day.

#### Mileage Allowance

- A. Each employee required to change buildings during the school day shall be paid a mileage allowance. The changing of buildings must be due to the assigned schedule and approved in advance by the Superintendent of Schools. Employees required to change buildings shall receive mileage compensation at the current IRS rate when this contract went into effect. The adjusted rates will be in effect until the following January or official IRS update, whichever comes first.
- B. All teachers shall be paid at the current IRS rate per mile for all authorized school business in which they use their own car. Such use shall be approved by the Superintendent of Schools, in writing, prior to use on the form provided.

**APPENDIX 1**  
**CALENDAR 2005-2006**

Thursday	August 18 <sup>th</sup>	PDD First Day Teachers – No Students
Friday	August 19 <sup>th</sup>	PDD – No Students
Monday	August 22 <sup>nd</sup>	First Day Students
Friday	Sep 2 <sup>nd</sup>	Labor Day Break – No School
Monday	Sep 5 <sup>th</sup>	Labor Day Break – No School
Friday	Oct 21 <sup>st</sup>	End 1 <sup>st</sup> MP (43 Days)
Monday	Oct 31 <sup>st</sup>	PDD AM Students ½ Day PM Curriculum
Thurs/Fri	Nov 24/25	Thanksgiving Break
Wed.	Dec 21 <sup>st</sup>	AM Students ½ Day – PM Records
Thurs.	Dec 22 <sup>nd</sup>	AM Students ½ Day – PM Records
Thursday	Dec 22 <sup>nd</sup>	End 2 <sup>nd</sup> MP (42 Days) & 1 <sup>st</sup> Semester
Friday	Dec 23 <sup>rd</sup>	PDD Curriculum Planning – In the PM Second Semester Planning/Records – AM. All staff report to their building by 7:30 am. All staff to be dismissed by 2:30 PM. No Students. Winter Break starts at end of the Day. Student Break Starts Dec. 22 <sup>nd</sup> at the end of the ½ Day.

Monday	Jan 9 <sup>th</sup>	New Semester Starts. (Break is Dec 26-Jan 6).
Monday	Jan 30 <sup>th</sup>	No Students – Teachers report - PDD Time.
Friday	Feb 17 <sup>th</sup>	No School for students or teachers
Monday	Feb 20 <sup>th</sup>	No School for students or teachers
Tuesday	Feb 21 <sup>st</sup>	No School for students or teachers
Friday	Mar 10 <sup>th</sup>	End MP (42 Days).
Friday	Mar 17 <sup>th</sup>	No students PDD – Full day for Teachers
Friday	Mar 31 <sup>st</sup>	No School
Mon-Fri	Apr 3-7	No School. Spring Break
Monday	April 10 <sup>th</sup>	School Resumes
Friday	April 14 <sup>th</sup>	Good Friday: No School
Thursday	May 25 <sup>th</sup>	AM Students. HS Exams PM Records. ½ Day for Students.
Friday	May 26 <sup>th</sup>	AM Students. HS Exams PM Records. ½ Day for Students. School Year ends May 26 <sup>th</sup> Exams on May 25 & 26 <sup>th</sup> . End 4 <sup>th</sup> MP May 26 <sup>th</sup> . (46 Days).

Month	# Of Instructional Days	Month	# Of Instructional Days
Aug	8	Jan	16
Sept.	20	Feb	17
Oct	21	Mar	21
Nov	20	Apr	14
Dec	16	May	20
1 <sup>st</sup> Semester	85 Days	Total Student Days:	173
2 <sup>nd</sup> Semester	88 Days	Total Teacher Days:	178 + Conference Hours

**Hours for PDD:** October 31<sup>st</sup>: Students in the AM hours 1-3 and homeroom for MS and Blocks 1 & 2 for HS. EL will schedule in their best interest, but must use the above time schedule, unless a mutually agreed upon schedule between the union and administration can be decided.

**Hours for exams:** Dec 21<sup>st</sup> and May 25<sup>th</sup> will be blocks 1&2 HS and hours 1-3 and homeroom for MS. Dec 22<sup>nd</sup> and May 26<sup>th</sup> will be blocks 3 & 4 HS and Last three hours and homeroom for MS. EL will schedule their building using the above time schedule as a guideline for their best interest.

**Conferences:** There shall be nine (9) hours of conference scheduled in the Fall. There shall be six (6) hours of conferences scheduled in the Spring. Conference dates and times are to be determined by each building.

**Teacher Days/Hours:** It is understood that a variance in the number of teacher days and hours will occur with the school calendar from year to year. There will be no adjustments to teacher compensation unless the total number of teacher hours in the calendar exceed 1,236.23 hours.

**Rescheduling:** In the event the District is required by statute to reschedule days missed because of inclement weather or other Acts of God, such days shall be made up immediately following the last attendance day. Teachers will not receive additional reimbursement for rescheduled days.

The parties agree to re-open negotiations for the 2006/2007 calendar no later than May of 2006.

**APPENDIX 2**  
**MILEAGE REQUEST FORM**

Name \_\_\_\_\_

Date of Mileage \_\_\_\_\_

Reason \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Approved \_\_\_\_\_ Superintendent \_\_\_\_\_

Denied \_\_\_\_\_ Date \_\_\_\_\_

If approved, complete the following and return to Administrative Office:

Mileage before \_\_\_\_\_

Mileage after \_\_\_\_\_

Total Miles \_\_\_\_\_

Signed \_\_\_\_\_

Date \_\_\_\_\_

NOTE: Mileage to the following places will be only mileage allowed: (one way)

Battle Creek	17	Lansing	65
Coldwater	20	Marshall	25
Union City	6	Kalamazoo	40
Bronson	20	Ann Arbor	87
Quincy	25	Grand Rapids	93
Jonesville	36	Sturgis	25
Homer	26	Jackson	55

If location is not listed, compute actual mileage.

**APPENDIX 3  
ATHENS AREA SCHOOLS TEACHER EVALUATION FORM**

Teacher: \_\_\_\_\_

Evaluator: \_\_\_\_\_

Grade/Subject: \_\_\_\_\_

Date of Evaluation: \_\_\_\_\_

Construct: 1=Poor 2=Fair 3=Good 4= Excellent

Clarifying comments:

- |  |       |  |
|--|-------|--|
| 1. Knowledge of Subjects(s) Taught                         | _____ |  |
| 2. Communication with Co-workers/Administration            | _____ |  |
| 3. Classroom Management (Discipline)                       | _____ |  |
| 4. Addresses Individual Learning Styles/Abilities          | _____ |  |
| 5. Utilizes a Variety of Teaching Methodologies            | _____ |  |
| 6. Caring/Courteous Attitude toward Students/Parents       | _____ |  |
| 7. Teamwork (Flexible, Supportive, Contributing)           | _____ |  |
| 8. Knowledge of Curriculum Standards and Benchmarks        | _____ |  |
| 9. Provides a Clean, Organized Learning Environment        | _____ |  |
| 10. Communication with Parents/Guardians                   | _____ |  |
| 11. Time Management (Schedule, Deadlines)                  | _____ |  |
| 12. Alignment with Core Mission and Strategic Goals        | _____ |  |
| 13. Fair/Critical Feedback to Students                     | _____ |  |
| 14. Demonstrates Guiding Principles                        | _____ |  |
| 15. Abides by Board Policies and Guidelines                | _____ |  |
| 16. Involvement in School and Community Activities         | _____ |  |
| 17. Participates in District's Quality Improvement Efforts | _____ |  |
| 18. Demonstrates Enthusiasm for Teaching/Learning          | _____ |  |
| 19. Task Management (Documentation, Reads)                 | _____ |  |
| 20. Professional Development Plan Implementation           | _____ |  |

\*Please add any additional comments on Performance Review:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Teacher's Composite Score = \_\_\_\_\_

Platinum	71 to 80
Gold	61 to 70
Silver	51 to 60

\_\_\_\_\_  
Evaluator Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Teacher Signature\*

\_\_\_\_\_  
Date

\*Teacher's signature acknowledges receipt, not necessarily agreement. Teacher may append written response, if so desired. Any response will be placed in teacher's personnel file, along with evaluation form.

Negotiations of Master Agreement  
Between  
The Athens Board of Education and the Athens Education Association  
(Current contract expires August 25, 2007)  
TENTATIVE AGREEMENT  
Dated November 27, 2007

**RECEIVED**  
**JAN 17 2008**

➤ Article V, Sections C and G

Section C: Delete the sentence; "The balance of the unassigned period at the high school can be determined by the principal to benefit a student's education." Change the start times on all buildings. MS: 7:30; HS: 7:35; EL: 8:30. Drop Kindergarten times to reflect current situation.

Section G: Change the wording in the last sentence to "If the teacher does not agree to substitute, the teacher shall be considered absent and shall be docked a leave day, or a day of pay if he/she has no leave."

➤ Article VII, Sections A, Subsections 1-3, and D, Subsection 8

Section A: Delete the words "to meet the following optimum standards", and the word "standards". Subsections 1-3: Delete the "optimum" column entirely. In subsection 2, delete "Business, Keyboarding, and Life Management" and add "Health" with a maximum of 28. Within subsection 3, delete the words "\* the maximum shall be decreased by 3 if the teacher travels between or among buildings."

Section D, Subsection #8: Change the word "key" to "fob".

➤ Article VIII, Sections E and F

Section E: Delete the first paragraph of this section as redundant from Schedule C.

Section F: Delete this section as unnecessary since passage of Proposal 2.

➤ Article X, Sections A, Subsection 1, E and I.

Section A: Delete Subsection 1.

Section E: Change the wording of this section to "The District subcontracts with a service company for substitute teachers. The teachers shall be informed of the telephone number they must call for approved scheduled absences to arrange for a substitute teacher. The teacher will then communicate to the building administrator the job # assigned by the service company. In an emergency, the teacher may call the central administrative office prior to 6:30am to secure a substitute teacher for the day. It shall be the responsibility of each teacher to report his/her unavailability for work each day of his/her absence."

Section I: Move grandparents, grandchild, and step-grandchild into the definition of "immediate family" within this section.

➤ Article XII, Section E

Section E: Change the word “included” to “placed”. Add as Item 4. “An investigation has been completed and disciplinary action is required.”

➤ Article XVI: There is a current letter of agreement pending. If that is ratified and signed, it will be included in the Master Agreement.

➤ Article XIX, Section A

Section A: Change the wording to “Special teaching assignments (e.g., adult education, driver education, summer school, etc.) will be made by the Board...”

➤ Article XXIV, Sections C and D, Subsection 3

Section C: Replace first sentence with the following: “Central administrators may co-teach or guest lecture based on mutual agreement, or substitute on an emergency basis for a certified teacher, but will not be scheduled to teach on a permanent basis.” In addition to existing language of the second sentence, expand the administrators to include Technology Director, Transportation Supervisor, Food Service Director, and Financial Officer.

Section D, Subsection 3: Delete the last two sentences beginning with “Paychecks” and ending with “Education”. Add the wording “Pay vouchers during summer recess will be held at the central office, or mailed if the employee provides self-addressed postage envelopes”.

➤ Article XXVI

Change the wording to “This agreement shall become effective August 26, 2007, and shall continue in effect until midnight, August 25, 2010.

➤ Schedule A

We will increase all scales and all steps (except step 15) by one percent (1%) on Schedule A for 2007/2008, retroactive to the beginning of the 2007/2008 contract year. We will increase the salary scales and steps (except for step 15) by one percent (1%) to Schedule A for 2008/2009. We will increase the salary scales and steps (except for step 15) by one and a half percent (1.5%) to Schedule A for 2009/2010. Step 15 will remain at \$1500 above step 14 as calculated.

➤ Schedule B, Sections A and D, Subsection 7

Section A, Plan B: Change the wording of “a cash option in an amount of the premium contribution” to “a cash option in the amount of \$600 per month”.

Section D, Subsection 7: Begin the first sentence with “Employees selecting Plan A”. Insert the

following after the first sentence; "Employees selecting Plan B will pay Thirty Dollars (\$30.00) per month of health insurance premiums, payable as Fifteen Dollars (\$15.00) per pay period not to exceed 24 pay periods in a school year." Delete the year "2006" in the second to last sentence of this subsection.

➤ Schedule C

Cross Country & Golf: 9, 10, 11, 12, 13. Plus include MS Cross Country: 4, 5, 6, 7, 8 .

After-school instruction: Delete the words "Driver Education" in the sentence.

Add: Any Student Support Specialist/Counselor required to work before the scheduled start date for AEA staff or after the scheduled end date for the AEA staff will be will be compensated at his or her hourly rate.

Mileage Allowance, Subsections A and B: Change the wording of "current IRS rate" to "prevailing State of Michigan rate".

➤ Appendix 1

Include new calendar and parties agree to re-open negotiations on calendar for 2008-2009 before May 2008. Parties agree to re-open negotiations on calendar for 2009/2010 before May of 2009.